

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schwing America, Inc.		07/14/2010	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG, Stuttgart, as Security Trustee		
Street Address:	Theodor-Heuss-Strasse 3		
City:	Stuttgart		
State/Country:	GERMANY		
Postal Code:	70174		
Entity Type:	Bank: GERMANY		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	1314329	THINK SCHWING FOR CONCRETING WITH CONFIDENCE	
Registration Number:	1300173	FOR CONCRETING WITH CONFIDENCE...THINK SCHWING	
Registration Number:	1300172	THINK SCHWING	
Registration Number:	1317648	ROLL AND FOLD	
Registration Number:	1833116	SFMS	
Registration Number:	3047171	ROCK VALVE	
Registration Number:	3038855	ROLL & FOLD	
Serial Number:	76694523	SMART DRUM	
Serial Number:	76694566	SCHWING SELECT	
Serial Number:	76694532	SCHWING ELITE	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	800-927-9801 x2348		

CH \$265.00 1314329

900167707

TRADEMARK  
REEL: 004247 FRAME: 0472

Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Jean Paterson
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Signature:	/jep/
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Date:	07/23/2010
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Total Attachments: 6  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

### (Trademark, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, SCHWING AMERICA, INC., a Minnesota corporation (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and DEUTSCHE BANK AG, Stuttgart, Germany, as security trustee (in such capacity, the "Security Trustee" which expression shall include its successors, assigns and transferees), are parties to Security Pooling Agreement dated 23 April 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Pooling Agreement"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of July 14, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between the Grantor and the Security Trustee and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Trustee as Security Trustee for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Trustee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and

(iv) all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto).

The Grantor irrevocably constitutes and appoints the Security Trustee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Trustee's name, from time to time, in the Security Trustee's discretion, so long as any Event of Default (as defined in the Security Agreement) shall have occurred and be continuing, to take with respect to the Intellectual Property Collateral any and all

appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Trustee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Trustee with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

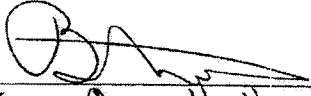
This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

*[Remainder of page left blank intentionally; signatures follow.]*

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 14<sup>th</sup> day of July, 2010.

SCHWING AMERICA, INC.,  
AS GRANTOR

By:   
Name: Brian Hazeltan  
Title: CEO

Acknowledged:

DEUTSCHE BANK AG, STUTTGART  
AS SECURITY TRUSTEE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IP SECURITY AGREEMENT  
SUPPLEMENT (TRADEMARKS)

TRADEMARK  
REEL: 004247 FRAME: 0476

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 14<sup>th</sup> day of July, 2010.

SCHWING AMERICA, INC.,  
AS GRANTOR

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

DEUTSCHE BANK AG, STUTTGART  
AS SECURITY TRUSTEE

By:   
Name:  
Title: Heike Schmid

By:   
Name:  
Title: Wolfgang Fuchs

IP SECURITY AGREEMENT  
SUPPLEMENT (TRADEMARKS)

## SCHEDULE 1

### TRADEMARK REGISTRATIONS

Trademark	Trademark No.	Grant Date
FOR CONCRETE WITH CONFIDENCE...THINK SCHWING AND DESIGN	1,314,329	01/15/85
FOR CONCRETING WITH CONFIDENCE...THINK SCHWING	1,300,173	10/16/84
THINK SCHWING	1,300,172	10/16/84
ROLL AND FOLD	1,317,648	02/05/85
SFMS	1,833,116	04/26/94
ROCK VALVE	3,047,171	01/24/06
ROLL & FOLD	3,038,855	01/10/06

### TRADEMARK APPLICATIONS

Trademark	Trademark Serial No.	Filing Date
SMART DRUM	76/694,523	11/28/08
SCHWING SELECT	76/694,566	11/28/08
SCHWING ELITE	76/694,532	11/28/08